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12 *Attorneys for HASELECT-Medical Receivables
13 Litigation Finance Fund International SP*

14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re:

17 **INFINITY CAPITAL MANAGEMENT, INC.**

18 Debtor.

19 Case No. 21-14486-abl
20 Chapter 7

21 HASELECT-MEDICAL RECEIVABLES
22 LITIGATION FINANCE FUND
23 INTERNATIONAL SP,

24 Plaintiff,

25 Adversary Case No.: 22-01109-abl

26 v.

27 ANNE PANTELAS; OLIVER HEMMERS; and
28 INFINITY HEALTH SOLUTIONS LLC,

29 Defendants.

30 **NOTICE OF DEPOSITION OF FED. R. CIV. P. 30(B)(6) DESIGNEE OF DEFENDANT**
31 **INFINITY HEALTH SOLUTIONS LLC**

32 TO: Counsel for Defendant Anne Pantelas
33 Ogonna Brown, Esq.
34 Lewis Roca Rothgerber Christie LLP
35 3993 Howard Hughes Parkway, Suite 600
36 Las Vegas, Nevada 89169
37 Tel: 702.949.8200
38 Email: obrown@lewisroca.com

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1 PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), incorporated in this
2 adversary proceeding through Fed. R. Bankr. P. 7030, HASelect-Medical Receivables Litigation
3 Finance Fund International SP (“HASelect”), by and through its undersigned counsel, will take the
4 deposition upon oral examination of Defendant Infinity Health Solutions LLC (“IHS”) on **October**
5 **2, 2023 at 9:30 a.m.** at Shea Larsen PC, 1731 Village Center Circle, Suite 150, Las Vegas, Nevada
6 89134. In accordance with its obligations under Fed. R. Civ. P. 30(b)(6), IHS shall produce a
7 representative with knowledge and ability to testify regarding the topics for examination outlined
8 below. The deposition will be recorded by stenographic means and will continue day-to-day until
9 completed.

10 **TOPICS FOR EXAMINATION**

11 1. The formation and history of IHS;

12 2. IHS’s employees, directors, officers, independent contractors, managers, and
13 members, including, but not limited to, any overlap in employees, directors, officers, independent
14 contractors, managers, and members with Infinity Capital Management, Inc.;

15 3. Any transfer of assets, including, but not limited to, software, hardware, computer
16 systems, documents, data, or any other tangible or intangible property from Infinity Capital
17 Management, Inc. to IHS;

18 4. All funds transferred to IHS from Infinity Capital Management, Inc.;

19 5. All funds provided to IHS since inception, including, but not limited to, the source
20 of such funds, the dates of such transfers, and the purposes for such transfers;

21 6. Any business relationship of IHS, including, but not limited to, business
22 relationships between IHS and Infinity Capital Management, Inc. and IHS and Tecumseh-Infinity
23 Medical Receivables Fund, LP;

24 7. IHS’s business activities and day-to-day operations since inception;

25 8. IHS’s contracts or agreements with medical providers since inception;

26 9. IHS’s purchase of accounts receivables from medical providers since inception;

27 10. The transfer of any collateral to IHS that secured the loan from HASelect to Infinity

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1 Capital Management, Inc., including, but not limited to, the dates of such transfer, the value of the
2 collateral, and where the collateral currently is situated;

3 11. All communications involving IHS, including, but not limited to, communications
4 relating to the transfer of collateral;

5 12. All bank accounts held in IHS's name, or the name of IHS's principals, including,
6 but not limited to, all transfers and deposits from said bank accounts;

7 13. All of IHS's historical assets, including, but not limited to, the value thereof;

8 14. All communications between Tecumseh and IHS;

9 15. All funds paid by IHS to anyone, including, but not limited to, Oliver Hemmers and
10 Anne Pantelas;

11 16. The reason behind the formation of IHS and all events leading up to the formation
12 of IHS, including, but not limited to, all events leading up to when IHS began operating its
13 business;

14 17. IHS's business model, including, but not limited to, IHS's current operations;

15 18. Any funds of HASelect that were transferred to IHS; and,

16 19. All similarities between IHS and Infinity Capital Management, Inc.

17 DATED this 14th day of September 2023.

18 **SHEA LARSEN**

19 /s/ Bart K. Larsen, Esq.

20 Bart K. Larsen, Esq.

21 Nevada Bar No. 8538

22 Kyle M. Wyant, Esq.

23 Nevada Bar No. 14652

24 1731 Village Center Circle, Suite 150

25 Las Vegas, Nevada 89134

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28 *Attorneys for HASelect-Medical Receivables*
Litigation Finance Fund International SP

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CERTIFICATE OF SERVICE

- 1 1. On September 14, 2023, I served the following document(s): **NOTICE OF**
2 **DEPOSITION OF FED R. CIV. P. 30(B)(6) DESIGNEE OF DEFENDANT**
3 **INFINITY HEALTH SOLUTIONS LLC**

- 4 2. I served the above document(s) by the following means to the persons as listed
5 below:

6 a. ECF System:

7 All persons appearing and requesting notice in the above-captioned proceeding.

8 b. United States mail, postage fully prepaid:

9 c. Personal Service:

10 I personally delivered the document(s) to the persons at these addresses:

11 For a party represented by an attorney, delivery was made by
12 handing the document(s) at the attorney's office with a clerk or other person in
13 charge, or if no one is in charge by leaving the document(s) in a conspicuous place
14 in the office.

15 For a party, delivery was made by handing the document(s)
16 to the party or by leaving the document(s) at the person's dwelling house or usual
17 place of abode with someone of suitable age and discretion residing there.

18 d. By direct email (as opposed to through the ECF System):
19 Based upon the written agreement of the parties to accept service by email or a
20 court order, I caused the document(s) to be sent to the persons at the email
21 addresses listed below. I did not receive, within a reasonable time after the
22 transmission, any electronic message or other indication that the transmission was
23 unsuccessful.

24 Obrown@lewisroca.com – counsel for Defendants Anne Pantelas, Oliver Hemmers, and
25 Infinity Health Solutions, LLC

26 e. By fax transmission:

27 Based upon the written agreement of the parties to accept service by fax
28 transmission or a court order, I faxed the document(s) to the persons at the fax
29 numbers listed below. No error was reported by the fax machine that I used. A copy
30 of the record of the fax transmission is attached.

31 f. By messenger:

1 I served the document(s) by placing them in an envelope or package addressed to
2 the persons at the addresses listed below and providing them to a messenger for
3 service.

4 I declare under penalty of perjury that the foregoing is true and correct.
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6 Dated: September 14, 2023.
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8 By: /s/ Bart K. Larsen, Esq.
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